

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

**NOTICE OF PREMIUM ASSET MANAGEMENT, INC. REGARDING RULE 30(b)(6)  
DEPOSITION OF THE DEBTORS**

**TO:** Big Lots, Inc, and certain of its affiliates, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”)

**PLEASE TAKE NOTICE** that, in connection with the *Fourth Notice of Successful Bidders with Respect to The Auction of Certain of the Debtors' Lease Assets and Assumption and Assignment of Certain Unexpired Leases* [Docket No. 1312], and pursuant to Rules 26 and 30(b)(6) of the Federal Rules of Civil Procedure, made applicable here by Rules 7026, 7030, and 9014 of the Federal Rules of Bankruptcy Procedure and Rule 7030-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware, Premium Asset Management, Inc. (“PAM”), by and through its undersigned counsel, Allen Matkins Leck Gamble Mallory & Natsis LLP and Hogan McDaniel, will take the deposition of the representative of debtor BLBO Tenant, LLC (together with Big Lots, Inc. and affiliated co-debtors, the “Debtors”) commencing on January 16, 2025 at 9:30 a.m. Eastern Time and continuing from day to day until completed

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors' corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081

remotely via the offices of Allen Matkins Leck Gamble Mallory & Natsis LLP before an officer authorized by law to administer oaths.

The testimony will be conducted via video technology and recorded by audio, video or stereographic means. PAM will conduct this deposition utilizing the secure web-based deposition option afforded by Veritext or in the alternative video teleconferencing (VTC) services offered by Veritext (“Web Deposition”) or telephonically only to provide remote access • for those parties wishing to participate in the deposition via the internet and/or telephone. The deposition shall be stenographically recorded by a person authorized by law to administer oaths. The court reporter may also be remote via one of the options above for purposes of reporting the proceeding and may or may not be in the presence of the deponent. Each person attending the deposition shall be visible to all other participants, their statements shall be audible to all participants, and they should each strive to ensure their environment is free from external noise and distractions.

Please contact undersigned counsel at least one (1) day prior to the Web Deposition to advise of the names and email addresses of those participating so that the necessary credentials, call-in numbers, testing, and information can be provided to you prior to the proceedings. In addition, PAM may utilize instant visual display technology such that the court reporter's writing of the proceeding will be displayed simultaneous to their writing of same on one's laptop, iPad, tablet or other type of display device connected to the court reporter.

The Debtors shall produce to testify on their behalf one or more officers, directors or managing agents, or designate other persons who consent to testify on their behalf, who have knowledge of the topics set forth in Schedule A hereto.

Dated: January 9, 2025  
Wilmington, Delaware

Respectfully submitted,

HOGAN♦McDANIEL

/s/ Garvan F. McDaniel

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**SCHEDULE A**

**DEFINITIONS**

Unless otherwise defined herein, all words -and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense.

1. “Affiliate(s)” shall have the meaning ascribed to it in 11 U.S.C. § 101(2).
2. The use of any singular noun shall be construed to include the plural, and vice versa, and a verb in any tense shall be construed as the use of the verb in all other tenses.
3. The terms “all,” “any,” and “each” shall each be construed as encompassing any and all.
4. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
5. “Bankruptcy Cases” and “Chapter 11 Cases” means those certain jointly administered chapter 11 cases styled as *In re Big Lots, Inc., et al.*, No. 24-11967 (JKS) (Bankr. D. Del.), pending in the Bankruptcy Court.
6. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware.
7. “Debtor(s),” “You,” or “Your” means, individually and collectively, any of the debtors whose Bankruptcy Cases are jointly administered in the Bankruptcy Court and their respective subsidiaries and Affiliates and all predecessors, Officers, Directors, employees, agents, consultants, advisors, attorneys, and representatives or other Persons acting on their behalf (including the outside counsel of such entities).
8. “Blue Owl” means Blue Owl Real Estate Capital, LLC and any related Person or Entity, including BIG VEFL Owner LLC.
9. “Aldi” means Aldi Inc. and any employee, agent or representative thereof.
10. “Lease” means that certain Lease Agreement, dated August 25, 2023, between BIG VEFL Owner LLC, predecessor-in-interest to DTS Properties VI LLC, as

landlord, and BLBO Tenant LLC, as tenant, with respect to premises located at 6420 20<sup>th</sup> Street, Vero Beach, Florida.

11. “Assumption and Assignment Agreement” means that certain Assumption and Assignment Agreement, dated December 2, 2024, between Big Lots Stores, Inc. and Aldi Inc.
12. “Identify” means, when used in reference to:
  - a. A natural person, his or her:
    - i. Full name;
    - ii. Present or last known home and business address;
    - iii. Present or last known telephone number; and
    - iv. Present or last known position, business affiliation, and job description.
  - b. A company, corporation, association, partnership, or any legal entity other than a natural person, its:
    - i. Full name and type of organization or entity;
    - ii. Address of principal place of business; and
    - iii. Jurisdiction and date of incorporation or organization, if known.
  - c. An object or process, its:
    - iv. Name; and
      1. A sufficiently detailed description.
13. “Include” and “Including” means “include without limitation” and “including”.
14. “Person” or “Entity” includes any natural person or entity, including but not limited to any corporation, partnership, limited liability company, joint venture, firm, association, proprietorship, governmental agency, business, organization, and any employee, owner, or agent of the foregoing.

**TOPICS**

1. Discussions and/or negotiations with any representative or agent of Blue Owl regarding the terms and provisions of the Lease, including, without limitation,
2. The initial draft of the Lease.
3. The Identity of any Person who negotiated the Lease on behalf of Debtors.
4. The number of real property leases to which Debtors are a party, including leases where Blue Owl is the lessor, that contain a restriction on the sale of alcoholic beverages identical or substantially similar to Section 4.A(e) of the Lease.
5. The reason (or reasons) Debtors agreed to the provisions of Section 4.A(e) of the Lease.
6. Discussions and/or negotiations with Aldi regarding the terms and provisions of the Assumption and Assignment Agreement, including, without limitation, the “Intended Use” and provisions of Paragraph 15 thereof.
7. Debtors’ satisfaction of the insurance coverage requirements under the terms of the Lease, including, without limitation, the insurance coverage provided by Section 15 and the remaining amount of any self-insured retention.